

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

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In re : Chapter 9  
CITY OF DETROIT, MICHIGAN, : Case No. 13-53846  
Debtor. : Hon. Steven W. Rhodes  
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**CITY OF DETROIT'S ERRATA SHEET WITH  
RESPECT TO SIXTH AMENDED PLAN FOR THE  
ADJUSTMENT OF DEBTS OF THE CITY OF DETROIT**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On August 20, 2014, the City of Detroit (the "City") filed the Sixth Amended Plan for the Adjustment of Debts of the City of Detroit (Docket No. 6908) (the "Sixth Amended Plan").
2. The City filed revised Exhibits I.A.102 (Form of Detroit General VEBA Trust Agreement) and I.A.106 (Form of Detroit Police and Fire VEBA Trust Agreement) to the Sixth Amended Plan. Similar revisions to track the new revised exhibits were inadvertently omitted from the as-filed Sections II.B.3.s.ii.A and II.B.3.s.ii.B of the Sixth Amended Plan. Specifically, the revisions are as follows:

3. Section II.B.3.s.ii.A of the Sixth Amended Plan is corrected to state:

**A. Detroit General VEBA.**

Establishment of Detroit General VEBA: On or as soon as practicable following the Effective Date, the City will establish the Detroit General VEBA to provide health benefits to Detroit General VEBA Beneficiaries and certain of their dependents. The Detroit General VEBA will be governed by a seven member board of trustees that will be responsible for, among other things, management of property held by the Detroit General VEBA, administration of the Detroit General VEBA and determination of the level of and distribution of benefits to Detroit General VEBA Beneficiaries. The Detroit General VEBA Trust Agreement and related plan documentation will be substantially in the form set forth on Exhibit I.A.102, ~~and shall, among other things, identify the members of the Detroit General VEBA's initial board of trustees~~. With respect to the initial appointment of the board of trustees, the Mayor will appoint one member, and the DRCEA and the Retiree Committee will each appoint two board members, and the City will appoint three board members. The DRCEA will fill board member vacancies created by the departure of members initially appointed by the Retiree Committee or the DRCEA, and the City Mayor will fill a board member vacanciesvacancy created by the departure of members initially the member appointed by the City Mayor. Nothing in the Plan precludes either the Detroit General VEBA from being formed under Section 115 or the formation of a separate trust under Section 115, in each case with the City's consent, which consent will not be unreasonably withheld.

Distributions to Detroit General VEBA: On the Effective Date, the City shall distribute to the Detroit General VEBA New B Notes in the aggregate principal amount of \$218,000,000, in satisfaction of the Allowed OPEB Claims held by Detroit General VEBA Beneficiaries. The Detroit General VEBA shall also be entitled to contingent additional distributions from the Disputed COP Claims Reserve as set forth in Section II.B.3.p.iii.B.

4. Section II.B.3.s.ii.B of the Sixth Amended Plan is corrected to state:

**B. Detroit Police and Fire VEBA.**

Establishment of Detroit Police and Fire VEBA: On or as soon as practicable following the Effective Date, the City will establish the Detroit

Police and Fire VEBA to provide health benefits to Detroit Police and Fire VEBA Beneficiaries and certain of their dependents. The Detroit Police and Fire VEBA will be governed by a seven member board of trustees ~~that and, for the first four years, one additional non-voting, ex-officio member. The board of trustees~~ will be responsible for, among other things, management of property held by the Detroit Police and Fire VEBA, administration of the Detroit Police and Fire VEBA and determination of the level of and distribution of benefits to Detroit Police and Fire VEBA Beneficiaries. The Detroit Police and Fire VEBA Trust Agreement and related plan documentation will be substantially in the form set forth on Exhibit I.A.106, ~~and shall, among other things, identify the members of the Detroit Police and Fire VEBA's initial board of trustees.~~ With respect to the initial appointment of the board of trustees, the ~~Mayor will appoint one member, and the~~ RDPFFA and the Retiree Committee will each appoint ~~two board members, and the City will appoint~~ three board members. ~~The Retired Detroit Police Members Association will appoint the non-voting, ex-officio member.~~ The RDPFFA will fill board member vacancies created by the departure of ~~voting~~ members initially appointed by the Retiree Committee or the RDPFFA, and the ~~City~~ ~~Mayor~~ will fill ~~a~~ board member ~~vacancies~~ ~~vacancy~~ created by the departure of ~~members~~ ~~the member appointed by the Mayor.~~ ~~The Retired Detroit Police Members Association will fill a non-voting, ex-officio board member vacancy created by the departure of the member initially appointed by the City~~ ~~Retired Detroit Police Members Association, but such non-voting, ex-officio member position shall expire on December 31, 2018.~~ Nothing in the Plan precludes either the Detroit Police and Fire VEBA from being formed under Section 115 or the formation of a separate trust under Section 115, in each case with the City's consent, which consent will not be unreasonably withheld.

Distributions to Detroit Police and Fire VEBA: On the Effective Date, the City shall distribute to the Detroit Police and Fire VEBA New B Notes in the aggregate principal amount of \$232,000,000, in satisfaction of the Allowed OPEB Claims held by Detroit Police and Fire VEBA Beneficiaries. The Detroit Police and Fire VEBA shall also be entitled to contingent additional distributions from the Disputed COP Claims Reserve as set forth in Section II.B.3.p.iii.B.

5. The changes to the Sixth Amended Plan, as reflected in this Errata Sheet, do not adversely affect any parties.

Dated: August 21, 2014

Respectfully submitted,

/s/ Heather Lennox

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ATTORNEYS FOR THE CITY

**CERTIFICATE OF SERVICE**

I, Heather Lennox, hereby certify that the foregoing City of Detroit's Errata Sheet with Respect to Sixth Amended Plan for the Adjustment of Debts of the City of Detroit was filed and served via the Court's electronic case filing and noticing system on this 21st day of August, 2014.

/s/ Heather Lennox